



100 North Charles Street  
Baltimore, MD 21201

RECORDATION NO

9719-F  
FILED 1425

OCT 2 1989 11 25 AM

CSX Equipment

INTERSTATE COMMERCE COMMISSION

September 29, 1989

Secretary  
Interstate Commerce Commission  
Attention: Recordation Unit  
12th Street & Constitution Ave., N.W.  
Washington D.C., 20423

9-275A004

Dear Mrs. Mildred Lee:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. sec. 11303 (a) and the regulations promulgated thereunder, are one (1) original and five (5) executed counterparts thereof of a secondary document, not previously recorded, entitled INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE, dated as of June 1, 1989.

The parties to the enclosed release are:

The Connecticut Bank and Trust Company  
(as Lessor / Owner Trustee)  
One Constitution Plaza, A06K  
Hartford, CT 06115

Mercantile-Safe Deposit and Trust Company  
(as Agent)  
Two Hopkins Plaza  
P.O. Box 2258  
Baltimore, MD 21203

CSX Transportation Inc.,  
formerly, Louisville and Nashville Railroad Company  
(as Lessee)  
100 North Charles Street  
Baltimore, MD 21201

The enclosed document, among other things, releases all of the equipment under that certain Reconstruction and Conditional Sale Agreement No. 2 dated as of February 1, 1978 among Connecticut Bank and Trust Company, L&N Investment Corporation (as Builder), and Mercantile-Safe Deposit and Trust Company (as Vendor) and that same equipment under the related Transfer Agreement No. 2, Lease of Railroad Equipment No. 2, Assignment of Lease and Agreement No. 2, and Hulk Purchase Agreement No. 2 which were all recorded with the Interstate Commerce Commission (ICC) on September 28, 1978 and assigned Recordation Nos. 9719, 9719-A, 9719-B, 9719-C and 9719-D respectively; and releases all of the equipment

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under that certain Amendment Agreement No. 2 between the parties of the aforementioned documents, recorded with the ICC on December 10, 1979 and assigned Recordation No. 9719-E.

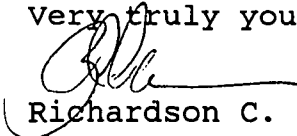
The units of equipment covered by the enclosed document are all units identified in said Agreements. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release"

Enclosed is a check for \$13.00 as payment for the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,



Richardson C. Cole

Return to: Richardson C. Cole  
CSX Transportation, Inc.  
Treasury Department, B6E  
100 North Charles St.  
Baltimore, MD. 21201

Enclosures

cc: Mr. A.B. Aftoora B12C  
Mr. R.F. Hochwarth B11A

9719-F

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of June 1, 1989 among The Connecticut Bank and Trust Company, as Owner Trustee and Lessor, Northwest Bank Minneapolis, N.A. (formerly, Northwestern National Bank of Minneapolis) and American Security Bank, N.A. (individually called a Beneficiary and collectively the Beneficiaries), Mercantile-Safe Deposit and Trust Company, as Agent and CSX Transportation, Inc., successor by merger to Louisville and Nashville Railroad (L&N), as Lessee.

WITNESSETH

WHEREAS, by a Reconstruction and Conditional Sale Agreement (No. 2), dated as of February 1, 1978, (hereinafter called "RCSA") among L&N Investment Corporation (as Builder), the Beneficiaries, Mercantile-Safe Deposit and Trust Company (as Vendor) and The Connecticut Bank and Trust Company (as Vendee), the Builder agreed to sell to the Vendee its interest in the railroad equipment described in Annex "B" thereto ("Equipment");

WHEREAS, by a Transfer Agreement (No. 2) dated as of February 1, 1978 (hereinafter called "Transfer Agreement" between the Vendor and The Connecticut Bank and Trust, as Owner Trustee, whereby the Owner Trustee agreed to assign, transfer and set over to the Vendor its security title in and to each unit of Equipment.

WHEREAS, by a Lease of Railroad Equipment (No. 2) dated as of February 1, 1978 (hereinafter called "Lease") between the Lessor and the L&N, the Lessor leased the Equipment to the Lessee subject to the rights of the Agent (Vendor) under the Assignment of Lease and Agreement (No. 2), (hereinafter called "Lease Assignment").

WHEREAS, by a Hulk Purchase Agreement (No. 2) dated as of February 1, 1978 (hereinafter called "Hulk Agreement") between the Lessee, (as Seller) and the Owner Trustee, the Seller sold and transferred hulks for reconstruction which were free of all claims, liens, security interests, security titles and other encumbrances.

WHEREAS, the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Agreement were filed and recorded with the Interstate Commerce Commission on September 28, 1978 and assigned Recordation Nos. 9719, 9719-A, 9719-B, 9719-C, and 9719-D, respectively;

WHEREAS, the Amendment Agreement (No. 2) was filed and recorded with the Interstate Commerce Commission on December 10, 1979 and assigned Recordation No. 9719-E.

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the RCSA, the Assignment, the Lease, the Hulk Agreement and the Amendment, and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the RCSA, the Assignment, the Lease, the Hulk Agreement and the Amendment.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the RCSA, the Assignment, the Lease, the Hulk Agreement and the Amendment.

The Vendor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the RCSA and the Assignment.

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the Lease and Lease Assignment.

The Lessor (hereinafter called "Seller") does hereby sell and transfer to the Lessee (hereinafter called "Buyer") all of its rights, title and interest in and to the equipment listed and described in the RCSA, the Lease, and the Amendment to have and to hold the same unto Buyer, its successors and assigns forever,

WARRANTIES :

- (1) The Seller represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Seller represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE SELLER IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY

OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

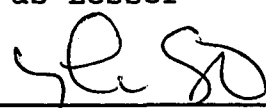
The Buyer will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be and original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

The Connecticut Bank and Trust Company, as Lessor

By

  
Assistant Vice President

(Corporate Seal)

ATTEST:

  
Corporate Officer

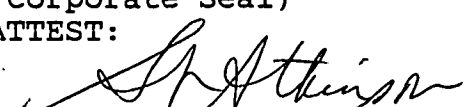
Mercantile-Safe Deposit and Trust Company, as Agent

By

  
VICE PRESIDENT

(Corporate Seal)

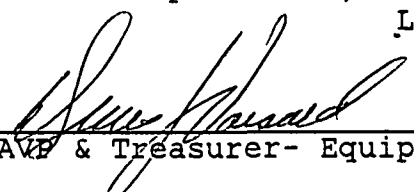
ATTEST:

  
Corporate Officer

CORPORATE TRUST OFFICER

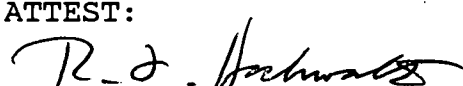
CSX Transportation, Inc., as Lessee

By

  
AVP & Treasurer- Equipment

(Corporate Seal)

ATTEST:

  
Assistant Secretary

STATE OF CONNECTICUT  
CITY OF HARTFORD

SS:

On this 27th day of SEPTEMBER, 1989, before me personally appeared MARY LEE STORRS, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST CO., N.A. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dawn D. Heintz  
Notary Public

My commission expires DAWN PICCOLI HEINTZ  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992

(NOTORIAL SEAL)

STATE OF Maryland  
CITY OF Baltimore

SS:

On this 3rd day of July, 1989, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Conn  
Notary Public

My commission expires 7-1-90

(NOTORIAL SEAL)

STATE OF MARYLAND    )  
                              )    SS:  
CITY OF BALTIMORE    )

On this 28<sup>th</sup> day of June, 1989, before me personally appeared Denis J. Voisard, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors and the acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

H. Marlene McCabe  
Notary Public

My commission expires July 1, 1990

(NOTORIAL SEAL)